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NOTE CHANGES MADE BY THE COURT.

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liability company and AT&T MOBILITY II LLC, a
Delaware limited liability company, collectively
doing business as AT&T Mobility

NOTE CHANGES MADE BY THE COURT.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENOVSYs LLC, a California limited
liability company,

Plaintiff,

v.

AT&T MOBILITY LLC, a Delaware
limited liability company, and AT&T
MOBILITY II LLC, a Delaware limited
liability company, collectively doing
business as AT&T Mobility,

Defendants.

Case No. CV 11-05210 DDP (AGRx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER FOR
DISCOVERY**

[Magistrate Judge Alicia G. Rosenberg]

NOTE CHANGES MADE BY THE COURT.

GOOD CAUSE STATEMENT

It is the intent of the parties and the Court that confidential materials will not be designated "Confidential" or "Attorneys' Eyes Only" for tactical reasons in this case and that nothing be so designated without a good faith belief that there is good cause why it should not be part of the public record of this case. Examples of confidential information that the parties may seek to protect from unrestricted or unprotected disclosure include:

- (a) Information that is the subject of a non-disclosure or confidentiality agreement or obligation;
- (b) The names, or other information tending to reveal the identities, of a party's suppliers or vendors;
- (c) The names, or other information tending to reveal the identities, of a party's customers;
- (d) Proprietary technical, financial, or other business information;
- (e) Information related to research, design, or development of technology, products, or services;
- (f) Information as to budgets, revenues, profits, costs, margins, licensing of technology, or pricing of products and services; and
- (g) Information related to market analyses and business and marketing plans, strategies and forecasts.

Unrestricted or unprotected disclosure of such confidential information, which has been developed at the expense of the disclosing party and which represents valuable tangible and intangible assets of that party, would result in competitive prejudice, injury, or harm to the disclosing party. Accordingly, the parties respectfully submit that there is good cause for the entry of this Protective Order.

ORDER

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court hereby orders the parties to abide by this Protective Order. This Protective Order is issued to facilitate document disclosure and production under the Local Rules of this Court and the Federal Rules of Civil Procedure. Unless modified pursuant to the terms contained in this Order, this Order shall remain in effect through conclusion of this action and survive termination of this action.

IT IS THEREFORE ORDERED THAT:

INFORMATION SUBJECT TO THIS ORDER

1. All documents, materials, items, and/or information produced either by a Party or Parties (or a non-Party) ^{upon request} (such Parties and non-Parties referred to as, individually, a "Producing Party") to any of the Parties in this case (a "Receiving Party") shall be governed by this Order. For purposes of this Order, "Party" shall be defined to include all entities named in the above-captioned complaint as well as such entities' parent companies, subsidiary companies, and affiliated companies. For purposes of this Order, "Non-Party" shall be defined to include all entities named in any subpoena giving rise to the production of documents, materials, items, and/or information governed by this Order, as well as such entities' parent companies, subsidiary companies, and affiliated companies. In the event that source code is to be produced in this action, the Parties agree that they will negotiate amendments to this Order governing the production of source code. Nothing herein shall be construed as a waiver of any Party's right to object to the production of any document or thing.

2. A Producing Party may designate any information or materials it produces in this action as (1) "CONFIDENTIAL," or (2) "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" under the terms of this Order (collectively referred to herein as "Protected Information"). Absent a specific order by this Court, Protected Information shall be used by a Receiving Party solely in

1 connection with this action and not for any other purpose whatsoever, including but
2 not limited to any business, competitive, or governmental purpose or function or for
3 any other litigation, and such information shall not be disclosed to anyone except as
4 provided herein.

5 3. For purposes of this Order, "CONFIDENTIAL INFORMATION"
6 shall mean all information or material produced for or disclosed to a Receiving
7 Party that a Producing Party, including any Party to this action and any non-Party
8 producing information or material pursuant to a subpoena or a court order,
9 considers in good faith to constitute or to contain trade secrets or other confidential
10 research, development, or commercial information, whether embodied in physical
11 objects, documents or the factual knowledge of persons, and which has been so
12 designated by the Producing Party in a manner consistent with this Order. Any
13 CONFIDENTIAL INFORMATION obtained by any Party from any person
14 pursuant to discovery in this litigation may be used only for purposes of preparation
15 and litigation of the above-referenced case.

16 4. Any document or tangible thing containing or including any
17 CONFIDENTIAL INFORMATION may be designated as such by the Producing
18 Party by marking it "CONFIDENTIAL" prior to or at the time copies are furnished
19 to the Receiving Party. The following persons shall have access to documents
20 designated "CONFIDENTIAL":

21 (a) Outside litigation counsel of record and supporting personnel
22 employed in the law firm(s) of outside litigation counsel of record,
23 such as attorneys, paralegals, clerks, secretaries, contract attorneys,
24 and clerical personnel;

25 (b) Up to four (4) internal counsel of Defendants who either have
26 responsibility for making decisions dealing directly with the litigation
27 of this action or who are assisting outside counsel in preparation for
28 proceedings in this action;

- 1 (c) Up to four (4) internal counsel of Plaintiff who either have
2 responsibility for making decisions dealing directly with the litigation
3 of this action or who are assisting outside counsel in preparation for
4 proceedings in this action;
- 5 (d) Up to four (4) officers, directors or employees of a party who either
6 have responsibility for making decisions dealing directly with the
7 litigation of this action or who are assisting outside counsel in
8 preparation for proceedings in this action;
- 9 (e) The Court, its personnel and stenographic reporters;
- 10 (f) Independent legal translators retained to translate in connection with
11 this action, provided they agree to maintain the confidentiality of any
12 Protected Information; independent court reporters and
13 videographers retained to record and transcribe testimony given in
14 connection with this action; independent copying, scanning, technical
15 support and electronic document processing services retained by
16 counsel in connection with this action; graphics, translation, or design
17 services retained by counsel for purposes of preparing demonstrative
18 or other exhibits for deposition, trial or otherwise in connection with
19 this action, provided they agree to maintain the confidentiality of any
20 Protected Information; and non-technical jury or trial consulting
21 services retained by counsel in connection with this action, and mock
22 jurors, provided they agree to maintain the confidentiality of any
23 Protected Information; and
- 24 (g) Experts or consultants of the parties (and their secretarial and clerical
25 personnel) retained to assist counsel in this case who have complied
26 with the provisions of Paragraphs 11 and 12 herein and who have
27 signed the form attached hereto as *Exhibit A*.
- 28

1 5. At the request of any Party, the original and all copies of any
2 deposition transcript, including video copies, in whole or in part, shall be marked
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
4 ONLY” by the reporter. This request may be made orally during the deposition or
5 in writing within thirty (30) days of receipt of the final certified transcript.
6 Deposition transcripts of witnesses shall be treated as “HIGHLY CONFIDENTIAL
7 – ATTORNEY EYES ONLY” until the expiration of the time to make a
8 confidentiality designation. Any portions so designated shall thereafter be treated
9 in accordance with the terms of this Order.

10 6. All CONFIDENTIAL INFORMATION not reduced to documentary,
11 tangible, or physical form or which cannot be conveniently designated as set forth
12 in paragraph 2, shall be designated by the Producing Party by informing the
13 Receiving Party of the designation in writing. In the event the Producing Party
14 elects to produce original documents or other material for inspection, no markings
15 need be made by the Producing Party in advance of the inspection. During the
16 inspection, all such documents shall be considered as marked “HIGHLY
17 CONFIDENTIAL – ATTORNEY EYES ONLY.” After selection by the Receiving
18 Party of specified documents or material for copying, the Producing Party shall
19 make the appropriate copies, and the appropriate confidentiality designations shall
20 be placed on the specified documents or materials prior to providing the copies to
21 the Receiving Party.

22 7. The following information is not CONFIDENTIAL INFORMATION:

- 23 (a) Any information which at the time of disclosure to a Receiving Party
24 is in the public domain;
25 (b) Any information which, after its disclosure to a Receiving Party,
26 becomes part of the public domain as a result of publication not
27 involving a violation of this Order;
28

- 1 (c) Any information that the Receiving Party can show was already
2 known to it prior to this litigation;
- 3 (d) Any information that the Receiving Party can show was received by it
4 after the disclosure from a source who obtained the information
5 lawfully and under no obligation of confidentiality to the Producing
6 Party; and
- 7 (e) Any information that the Receiving Party can show was independently
8 developed by it after the time of disclosure by personnel who did not
9 have access to the Producing Party's CONFIDENTIAL
10 INFORMATION.

11 **ADDITIONAL RESTRICTIONS ON CERTAIN INFORMATION**

12 8. CONFIDENTIAL INFORMATION may be designated "HIGHLY
13 CONFIDENTIAL – ATTORNEY EYES ONLY." The "HIGHLY
14 CONFIDENTIAL – ATTORNEY EYES ONLY" designation is reserved for
15 CONFIDENTIAL INFORMATION that constitutes, includes or reflects proprietary
16 technical data or highly sensitive commercial information of a non-Party or Party.
17 Documents designated "HIGHLY CONFIDENTIAL – ATTORNEY EYES
18 ONLY" and information contained therein shall be available only to those persons
19 identified in sections (a), (e), (f) and (g) of Paragraph 4 herein.

20 **PRODUCTION FORMATS**

21 9. The parties agree that discovery materials will be produced in this case
22 as follows:

- 23 (a) Paper as single-page TIFFs. Plaintiff will produce with Summation
24 load files, and Ipro image load files, including beginning and ending
25 document Bates Numbers, and with OCR if generated by the
26 producing party for its own use. Defendants will similarly produce
27 Summation load files, and Ipro image load files, including beginning
28

1 and ending document Bates Numbers, and with OCR if generated by
2 the producing party for its own use.

3 (b) Electronic documents will be produced at the producing party's option
4 as:

5 i. Single page TIFFs (with load files as specified in Paragraph
6 10(a)) and extracted text (if reasonably available) on a per
7 document level; or

8 ii. Native electronic format.

9 (c) Except as otherwise agreed by the parties or ordered by the Court,
10 electronically stored information need not be produced in native
11 format, and metadata need not be produced. To the extent either party
12 believes, on a case-by-case basis, that documents should be produced
13 in an alternative format, or that metadata should be produced, the
14 parties have agreed that they will meet and confer in good faith
15 concerning such alternative production arrangements (and will
16 approach the Court for guidance only in the event of a dispute).

17 (d) Before any large-scale production of e-mail shall be required, the
18 parties shall further confer in good faith on measures to minimize the
19 volume and burden of e-mail production.

20 (e) Unmanageably large and/or unusually formatted electronic documents,
21 such as spreadsheets, databases, log files, computer aided design
22 (CAD) drawings or documents, and large-scale schematic diagrams,
23 shall be produced to the extent practicable as partial exemplars
24 sufficient to show the nature of the document, so long as the producing
25 party identifies them as such. The receiving party may identify any
26 such exemplars for production in full, in which case the producing and
27 receiving parties shall confer to determine the most practicable format
28 for such production. If the parties are unable to agree on a format for

1 such production, then the document shall be produced in full in native
2 format if the application needed to properly access, view and print the
3 information is commonly used or easily available at nominal cost, or
4 as a single page TIFFs.

5 **DISCLOSURE TO EXPERTS**

6 10. A Party that seeks to disclose Protected Information of a Party to an
7 expert (as defined in paragraph 4(f) above) who is actively assisting in the
8 preparation for and/or trial of the case must, at least fourteen (14) days in advance
9 of such disclosure, first provide written notice to the Producing Party that: (1)
10 identifies the name of the expert; (2) attaches a current copy of the expert's resume;
11 (3) identifies each person or entity from whom the expert has received
12 compensation for work in his or her areas of expertise or to whom the expert has
13 provided professional services at any time during the preceding four (4) years; and
14 (4) identifies (by name, cause number, filing date, and location of court) any
15 litigation in connection with which the expert has provided any professional
16 services during the preceding four (4) years. However, if disclosure of either the
17 identity of the entity for which the work is being or has been performed or the
18 subject matter of that work, or both, is deemed proprietary, then the fact that certain
19 information is being withheld on the basis that it is proprietary shall be disclosed.
20 The written notice required under this Paragraph need not be given to non-Parties
21 who have produced Protected Information pursuant to this Protective Order.

22 11. Any expert having access to Protected Information shall be given a
23 copy of this Order and its provisions must be explained to him/her by counsel and
24 such expert must agree to be bound by this Order. Before any disclosure of
25 Protected Information occurs, such expert shall execute the form attached hereto as
26 *Exhibit A*. Outside Counsel for the Receiving Party with whom such expert is
27 affiliated or by whom he/she is retained shall maintain the signed *Exhibit A*.
28

1 12. A Party objecting to disclosure of Protected Information to an expert
2 shall, within ten (10) business days of receiving the written notice contemplated by
3 Paragraph 10 herein, state with particularity the ground(s) of the objection and the
4 specific categories of documents that are subject to the objection. The objecting
5 party's consent to the disclosure of Protected Information to an expert shall not be
6 unreasonably withheld, and its objection must be based on that party's good faith
7 belief that disclosure of its Protected Information to the expert will result in
8 business or economic harm to that party.

9 13. If, after consideration of the objection, the party desiring to disclose
10 the Protected Information to an expert refuses to withdraw the expert from
11 consideration, that party shall provide written notice to the objecting party.
12 Thereafter, the objecting party shall, pursuant to L.R. 37, promptly seek a ruling
13 from the Court on its objection. A failure to file a motion within the twenty (20)
14 business day period shall operate as an approval of disclosure of the Protected
15 Information to the expert.

16 14. The objecting party shall have the burden of showing to the Court
17 "good cause" for preventing the disclosure of its Protected Information to the
18 expert. This "good cause" shall include a particularized showing that: (1) the
19 Protected Information is confidential commercial information; (2) disclosure of the
20 Protected Information could result in a potential business or economic harm to the
21 objecting party's business; and (3) the proposed expert is in a position to allow the
22 Protected Information to be disclosed to the objecting party's competitors.

23 **CHALLENGES TO CONFIDENTIALITY DESIGNATIONS**

24 15. The Parties will use reasonable care when designating any documents,
25 material or other information as "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEY EYES ONLY." Nothing in this Order shall
27 prevent a Receiving Party from contending that documents, material, or information
28 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY

1 EYES ONLY” have been improperly designated. A Receiving Party may at any
2 time request that the Producing Party cancel or modify the confidentiality
3 designation with respect to any such document, or the information contained
4 therein.

5 16. A Receiving Party shall not be obligated to challenge the propriety of a
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
7 ONLY” designation at the time made, and a failure to do so shall not preclude a
8 subsequent challenge thereto. Such a challenge shall be written, served on counsel
9 for the Producing Party, and particularly identify the documents or information that
10 the Receiving Party contends should be differently designated. The Receiving
11 Party and Producing Party shall use their best efforts to resolve promptly and
12 informally such disputes. If agreement cannot be reached, the Receiving Party may
13 file a motion ^{pursuant to L.R. 37} requesting that the Court cancel or modify a “CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” designation. The
15 burden of demonstrating the confidential nature of any information shall at all times
16 be and remain on the Producing Party.

17 **LIMITATIONS ON THE USE OF PROTECTED MATERIAL**

18 17. Protected Information shall be held in confidence by each person to
19 whom it is disclosed, shall be used only for purposes of this litigation, shall not be
20 used for any other purpose, and shall not be disclosed to any person who is not
21 entitled to receive such information as herein provided. All such information shall
22 be carefully maintained so as to preclude access by persons who are not entitled to
23 receive such information.

24 18. No attorney for or representing a Party, whether in-house or outside
25 counsel, nor any other person associated with a Party who is permitted to receive
26 Protected Information pursuant to Paragraph 8 herein, who obtains, receives, has
27 access to, or otherwise learns, in whole or in part, Protected Information of another
28 Party designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY

1 pursuant to Paragraph 8 under this Order shall prepare, prosecute, supervise, or
2 assist in the preparation or prosecution of any patent application for the Party, or for
3 any affiliated or related entity or person, pertaining to the subject matter of the
4 patents-in-suit or the disclosed Protected Information during the pendency of this
5 case and for two years after the conclusion of this litigation, including any appeals.
6 Nothing in this paragraph shall be construed as a waiver of the other provisions of
7 this Order, including but not limited to those provisions restricting the use and
8 disclosure of Protected Information.

9 19. Nothing in this Order shall preclude any Party to this lawsuit or their
10 attorneys from (1) showing a document or documents designated as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY EYES
12 ONLY" to an individual who either authored or was copied on the distribution of
13 the document, as indicated on the document's face, prior to the filing of this action;
14 (2) showing a document or documents designated as "CONFIDENTIAL" or
15 "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" to an individual who,
16 by sworn testimony, has been identified as a recipient or author of the document; or
17 (3) from disclosing or using, in any manner or for any purpose, any information or
18 documents from the Party's own files which the Party itself has designated
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY EYES
20 ONLY."

21 20. Any person may be examined as a witness at a deposition, ^{or} hearing, or ~~trial~~
22 ~~trial~~ and may testify concerning all Protected Information of which such person has
23 knowledge, including knowledge based on that person's appropriate or permitted
24 review of any Protected Information from a Producing Party. Without in any way
25 limiting the generality of the foregoing:

26 (a) If a present director, officer, and/or employee of a Producing Party is
27 examined, he or she may testify concerning all Protected Information
28

1 which has been produced by the Producing Party and/or which he or
2 she has prior knowledge;

3 (b) If a non-Party or opposing party is examined or testifies, the non-Party
4 or opposing party may be examined or testify concerning any
5 document containing Protected Information of a Producing Party
6 which appears on its face or from other documents or testimony to
7 have been received from or communicated to the non-Party or
8 opposing party.

9 21. Nothing in this Order shall prohibit the transmission or communication
10 of Protected Information between or among qualified recipients by (1) hand
11 delivery, (2) in sealed envelopes via mail or delivery service, or (3) by telephone,
12 facsimile, email, or other electronic transmission.

13 22. Nothing herein shall restrict a qualified recipient from making working
14 copies, abstracts, digests, and analyses of Protected Information for use in
15 connection with this litigation. Further, nothing herein shall restrict a qualified
16 recipient from converting or translating Protected Information into machine
17 readable form for incorporation into a data retrieval system used in connection with
18 this action, provided that access to Protected Information, in whatever form stored
19 or reproduced, shall be limited to qualified recipients.

20 22a. Nothing in this Protective Order shall be interpreted to restrict an
21 attorney permitted to receive Protected Information pursuant to Paragraphs 4 or 8
22 herein from rendering legal advice to or discussing with her or his client the merits
23 of any issue in this litigation as long as the specific substance or content of the
24 Protected Information is not revealed to a person who is not qualified to receive
25 such information under the terms of this Protective Order.

NON-PARTY USE OF THIS PROTECTIVE ORDER

23. A non-Party producing information pursuant to a subpoena or a court request to do so pursuant to this protective order. The non-Party may order may designate such material or information in the same manner and shall receive the same level of protection under this Protective Order as any party to this lawsuit.

24. A non-Party's use of this Protective Order to protect its information does not entitle that non-Party access to Protected Information produced by any Party in this case.

NO WAIVER OF PRIVILEGE

25. Pursuant to Rule 502 of the Federal Rules of Evidence and Rule 26(c)(5)(B) of the Federal Rules of Civil Procedure, the disclosure of protected communications or information shall not constitute a waiver of any privilege or other protection (including work product).

26. Within the time agreed by the parties or prescribed by the Court, the parties will provide privilege logs for protected materials withheld for attorney-client privilege or pursuant to the work product doctrine (or other privileges or doctrines). The Producing Party shall provide a privilege log for all withheld documents or other materials, including redacted materials. Nothing herein shall prevent the Receiving Party from challenging the propriety of the designation of attorney-client privilege, work product or other designation of protection. The parties are not required to include on their privilege logs any protected documents that came into existence after the filing date of the complaint.

MISCELLANEOUS PROVISIONS

27. Inadvertent failure to identify documents or things as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" information pursuant to this Order shall not constitute a waiver of any otherwise valid claim for protection, provided that the provisions of this paragraph are satisfied. If the Producing Party discovers that information should have been

1 but was not designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
2 ATTORNEY EYES ONLY," the Producing Party must immediately notify all
3 other Parties. In such event, within seven (7) business days of notifying all other
4 Parties, the Producing Party must provide copies of the "CONFIDENTIAL" or
5 "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" information
6 designated in accordance with this Order. After receipt of such re-designated
7 information, this "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
8 ATTORNEY EYES ONLY" information shall be treated as required by this Order.
9 The Receiving Party shall have no liability, under this Order or otherwise, for any
10 disclosure of information contained in unlabeled or mislabeled documents or things
11 occurring before the Receiving Party was placed on notice of the Producing Party's
12 claims of confidentiality.

13 28. Any of the notice requirements herein may be waived, in whole or in
14 part, solely by a writing signed by an attorney of record for the party against whom
15 such waiver will be effective.

16 29. Within sixty (60) days after the entry of a final non-appealable
17 judgment or order, or the complete settlement of all claims asserted against all
18 Parties in this action, each Party shall either return or destroy all physical objects
19 and documents which contain Protected Information which were received from the
20 Producing Party, and shall destroy in whatever form stored or reproduced, all other
21 physical objects and documents which contain Protected Information, except that
22 each Party's outside counsel may maintain all documents, things, copies, and
23 samples to the extent they include or reflect a Receiving Party's work product. In
24 addition, each Party shall certify in writing to each Producing Party that such
25 Protected Information has been returned or destroyed as required above.
26 Notwithstanding the foregoing, outside counsel of record shall be entitled to
27 maintain copies of all pleadings, motions and trial briefs (including all supporting
28 and opposing papers and exhibits thereto), written discovery requests and responses

1 (and exhibits thereto), deposition transcripts (and exhibits thereto), trial transcripts,
2 exhibits offered or introduced into evidence at trial, and any work-product
3 containing Protected Information provided, however, that any Protected
4 Information contained in any such documents retained by outside counsel of record
5 shall remain subject to the protections of this Order. Notwithstanding this
6 provision, counsel for the Parties are not required to delete information that may
7 reside on the respective back-up systems of the firms which are over-written in the
8 normal course of business; however, the counsel for the Parties agree that no
9 Protected Information shall be retrieved from the electronic back-up systems after
10 conclusion of this litigation.

11 30. If at any time documents containing Protected Information are
12 subpoenaed by any court, arbitral, administrative, or legislative body, the person to
13 whom the subpoena or other request is directed shall immediately give written
14 notice thereof to the Producing Party and to its counsel and shall provide the
15 Producing Party with an opportunity to object to the production of such documents.
16 If a Producing Party does not take steps to prevent disclosure of such documents
17 within ten (10) business days of the date written notice is given, the party to whom
18 the referenced subpoena is directed may produce such documents in response
19 thereto.

20 31. Pursuant to the provisions of Rule 26(b)(4)(B) of the Federal Rules of
21 Civil Procedure, a testifying expert's draft reports, regardless of form, are exempt
22 from discovery. A testifying expert's notes, outlines, and any other writings
23 relating to the preparation of the expert's draft or final reports, regardless of form,
24 are also exempt from discovery. Communications between counsel and a testifying
25 expert are exempt from disclosure as provided in Rule 26(b)(4)(C) of the Federal
26 Rules of Civil Procedure.

27 32. In the event a Party wishes to use any Protected Information in any
28 affidavits, briefs, memoranda of law, or other papers filed with the Court in this

1 action, the Party must request approval from the Court to file such Protected
2 Information under seal pursuant to Local Rule 79-5.1. Upon approval by the Court,
3 such Protected Information shall be filed under seal with the Court in the manner
4 prescribed by Local Rule 79-5. The Clerk of this Court is directed to maintain
5 under seal all documents and transcripts of deposition testimony and answers to
6 interrogatories, admissions, and other pleadings filed under seal with the Court in
7 this action which have been designated, in whole or in part, as "CONFIDENTIAL"
8 or "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY."

9 33. The United States District Court for the Central District of California,
10 or any Court to which this action is transferred, is responsible for the interpretation
11 and enforcement of this Protective Order. All disputes concerning documents or
12 information covered under this Protective Order (however designated) and
13 produced under the protection of this Protective Order shall be resolved by the
14 United States District Court for the Central District of California.

15 34. Nothing in this Protective Order shall limit any Party's use of its own
16 documents and information, nor shall it prevent any Party from disclosing its own
17 Protected Information or documents to any person. Such disclosure shall not affect
18 any designations made pursuant to the terms of this Protective Order, so long as the
19 disclosure is made in a manner that is reasonably calculated to maintain the
20 confidentiality of the information.

21 35. Nothing in this Protective Order shall prevent or otherwise restrict
22 counsel from rendering advice to their clients and, in the course of rendering such
23 advice, relying upon the examination of designated material. In rendering such
24 advice and otherwise communicating with the client, however, counsel shall not
25 make specific disclosure of any Protected Information, except as permitted by this
26 Protective Order.

27 36. This Protective Order shall govern as of the filing date of this lawsuit
28 until modified or superseded by a further Order of this Court and is without

1 prejudice to any Party moving to amend this Protective Order at a later time. This
2 Protective Order may be altered by written agreement of the parties or, as
3 applicable, the Parties and any non-Party.

4 37. This Protective Order shall also apply to any and all materials and/or
5 information produced and/or provided in connection with the parties' past, present,
6 and future settlement negotiations and/or discussions, including, but not limited to,
7 negotiations and/or discussions covered under Rule 408 of the Federal Rules of
8 Evidence.

9 38. This Protective Order shall be binding upon the Parties, and their
10 respective attorneys, successors, executors, personal representatives, administrative,
11 heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents,
12 independent contractors, or other persons or organizations over which they have
13 control. This Protective Order shall remain in full force and effect after the
14 termination of this litigation, or until canceled or otherwise modified by Order of
15 this Court.

16 **IT IS SO ORDERED.**

17
18 DATED: October 28, 2011


Honorable Alicia G. Rosenberg
United States District Magistrate Judge

1 Stipulated as to form and substance:
2

3 DATED: October 20, 2011 CONNOLLY BOVE LODGE & HUTZ LLP

4 By: 
5 Bruce G. Chapman
6 Attorneys for Plaintiff ENOVSYLLC

7 DATED: October 20, 2011 BAKER BOTTS L.L.P.

8 By: *Christopher W. Kennerly by BGC*
9 Christopher W. Kennerly (with permission)
10 Attorneys for Defendants
11 AT&T MOBILITY LLC, and AT&T
12 MOBILITY II LLC
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EXHIBIT A TO STIPULATED PROTECTIVE ORDER

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENOVSYS LLC, a California limited liability company,

Plaintiff,

v.

AT&T MOBILITY LLC, a Delaware limited liability company, and AT&T MOBILITY II LLC, a Delaware limited liability company, collectively doing business as AT&T Mobility,

Defendants.

Case No. CV 11-05210 DDP (AGRx)

**CONFIDENTIALITY
UNDERTAKING**

EXHIBIT A – UNDERTAKING

I have read and understand the Agreed Protective Order (the “Order”) in the above-captioned case (a copy of which is attached and whose definitions are incorporated herein) and I attest to my understanding that access to information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” may be provided to me and that such access shall be governed by the terms and conditions and restrictions of the Order. I agree to be bound by the terms of the Order and hereby subject myself to the jurisdiction of the Court for all purposes related to the Order.

I shall not use or disclose any “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” information to others, except in accordance with the Order. I also understand that, in the event that I fail to abide by the terms of this Undertaking or the Order, I may be subject to sanctions by way of

1 contempt of court and to separate legal and equitable recourse by the adversely
2 affected Producing Party.

3
4 Date: _____

Signature: _____

5 Printed Name: _____

6 Address: _____

7 _____